

Warranty Language

KEY

Essential Question: What does the language in a warranty really mean in consumer terms?

DIRECTIONS: Read the language frequently used in product or service warranties and translate to everyday language.

LEGAL TERMS	COMMON LANGUAGE
"Buyer hereby releases seller from any and all liability for the negligent or wrongful acts or omissions of seller and its' employees."	The seller and its employees cannot be held responsible for any of their actions or what they say.
"Buyer hereby waives the right to trial by jury in the event of litigation arising out of this agreement."	If you need to take the seller or manufacturer to court, you cannot have a jury trial.
"In the event of this contract becoming due and payable, and being referred to an attorney for collection, buyer shall pay in addition to the amount due, a further amount of twenty percent (20%) thereof."	If you do not make your payments on time and the debt goes to collection you will be required to pay an additional 20% of the original loan.
"If buyer should default in the payment of any sum payable under this contract, or in the performance of any of the other terms and provisions hereof, any and all amounts then owing shall at the option of the seller become immediately due and payable."	If you miss a payment or do not follow the terms of the contract you will be required to pay the full balance of what you owe immediately. This changes the contract from monthly payments to one lump sum.
"Should buyer default in payment of any installment and such default continue for a period of 10 days, buyer agrees to pay a delinquency charge of 20% of the amount of each installment in default or the sum of \$50, whichever is less"	If you are behind in your payment for 10 days then you agree to pay a 20% late fee or \$50 dollars. You will be required to pay the smallest amount.
"Our warranty is in lieu of all other warranties, expressed or implied, including any implied warranty of merchantability."	Any other warranty allowed by law is not valid. This means even if the product does not work, it is not our problem. By the way-this is seldom legal, but some contracts say it anyway.
"In the event of a guarantee claim, mail your product, properly packaged and insured, to the nearest authorized service dealer."	If you need to return your product when covered under warranty you must package it properly (so it is not damaged) and pay postage to the service dealer.